



06-CV-01081-CMP

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

Zango, Inc., f/k/a 180solutions, Inc.,  
a Washington corporation, a/k/a MetricsDirect,

Plaintiff,

v.

Grant Media, LLC, a California limited liability  
company

Defendant.

CV 06-1081 JLR

COMPLAINT FOR MONIES DUE/  
BREACH OF SETTLEMENT  
AGREEMENT

COMES NOW plaintiff Zango, Inc., f/k/a 180solutions, Inc. (a/k/a MetricsDirect) ("Zango"),  
by and through its attorneys, Harris & Moure, pllc, and for claims against defendant Grant Media,  
LLC, alleges as follows:

**I. PARTIES**

1. Plaintiff Zango is a Washington corporation with its principal place of business at  
3600 136<sup>th</sup> Place SE, Bellevue, Washington.

2. Defendant Grant Media, LLC is a California limited liability company with its  
principal place of business in San Francisco County, California.

COMPLAINT FOR MONIES DUE/  
BREACH OF SETTLEMENT AGREEMENT - 1

**Harris & Moure**  
A Professional Limited Liability Corporation  
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**II. JURISDICTION AND VENUE**

3. The amount in controversy in this case, exclusive of interest and costs, exceeds seventy five thousand dollars (\$75,000) and this Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(2).

4. This Court is the proper venue for this case pursuant to 28 U.S.C. § 1391(a)(2) because the contract/settlement agreement on which Zango is suing was entered into in this district and because a substantial part of the events and omissions giving rise to Zango's claims against Grant Media occurred in this district.

5. This Court has personal jurisdiction over defendant Grant Media because defendant contractually consented to the jurisdiction of this Court. This Court also has personal jurisdiction over defendant Grant Media under the minimum contacts test of *International Shoe Co. v. Washington*, 326 U.S. 310 (1945), because Grant Media had, and still has, sufficient dealings with this district to make it reasonable to require it to defend against a lawsuit here. Grant Media's activities in this district have been and continue to be continuous and systematic and the claims set forth in this complaint are related to those activities and Grant Media presumably sells its services into Washington to Washington residents.

**III. FACTUAL BACKGROUND**

6. Plaintiff Zango is one of the leading providers of Internet search marketing solutions. Specifically, Zango sells Internet advertising that is linked to individualized searching.

7. Defendant Grant Media works with Internet companies to drive targeted Internet traffic to their web sites.

8. In or around early 2002, Grant Media contracted in writing with Zango for Zango to provide Grant Media with Internet advertising.

1           9.     The advertising contracts between Grant Media and Zango explicitly state that Grant  
2 Media is subject to Zango's General Terms.

3           10.    The General Terms, to which Grant Media agreed to be bound, provide that Grant  
4 Media "agree[s] to submit to the exclusive jurisdiction of the state and federal courts located in  
5 Seattle, Washington."

6           11.    The General Terms also provide that if there is "any failure by you [Grant Media] to  
7 make payment, you [Grant Media] will be responsible for all reasonable expenses (including  
8 attorneys fees) incurred by Metrics Direct [Zango] in collecting such amounts."

9           12.    Under the advertising contracts Grant Media signed with Zango, Grant Media was to  
10 pay Zango a certain amount for each time its Internet advertisements and/or Grant Media's web sites  
11 and/or Grant Media's customers' web sites were viewed by general visitors and a higher amount per  
12 viewing by targeted visitors.

13           13.    Zango fully complied with its contracts with Grant Media by, among other things,  
14 providing Grant Media with targeted Internet traffic for its customers as agreed to under the  
15 contracts.

16           14.    Zango provided to Grant Media the Internet advertising pursuant to the advertising  
17 contracts and invoiced Grant Media for this.

18           15.    On or about Tuesday, February 28, 2006, Zango and Grant Media entered into a  
19 settlement agreement in which Grant Media agreed to pay Zango \$395,000.00, over a 12 month  
20 period, to resolve differences between the parties relating to the aforementioned advertising  
21 contracts. Pursuant to the settlement agreement, Grant Media paid \$98,750.00 on March 1, 2006,  
22 based on a three-month payment on the overall sum. Grant Media also agreed to make nine monthly  
23 payments thereafter, at \$32,916.67 a month, beginning June 1, 2006 and continuing through  
24 February 1, 2007.  
25  
26

1 16. Grant Media has failed to make monthly payments, pursuant to the settlement  
2 agreement, for June, July, and August of 2006.

3 17. Grant Media breached its settlement agreement with Zango by failing to make  
4 payments for June, July, and August of 2006.

5  
6 **IV. CAUSES OF ACTION**

7 **First Cause of Action: Breach of Settlement Agreement/  
8 Claim For Money Due**

9 18. Plaintiff Zango realleges and incorporates paragraphs 1-17 of this complaint as  
10 though fully set forth herein.

11 19. Defendant Grant Media has refused to pay plaintiff Zango amounts due and owing  
12 under the settlement agreement entered into on Tuesday, February 28, 2006, between the parties and  
13 Zango is entitled to judgment against Grant Media for the full amount owed under the settlement  
14 agreement.

15 20. Plaintiff Zango has been damaged by Grant Media's breaches of settlement  
16 agreement/failures to pay in an amount to be proven at trial, but in any event, no less than  
17 \$296,250.00, plus interest, plus attorneys' fees.

18 **Second Cause of Action: Unjust Enrichment**

19 21. Plaintiff Zango realleges and incorporates paragraphs 1-20 of this complaint as  
20 though fully set forth herein.

21 22. Defendant Grant Media's ending up with the Internet advertising delivered to it by  
22 Zango without making payment to Zango constitutes an unjust enrichment of Grant Media for which  
23 Zango is entitled to compensation in an amount to be proven at trial, but in any event, no less than  
24 \$296,250.00.

25  
26 **COMPLAINT FOR MONIES DUE/  
BREACH OF SETTLEMENT AGREEMENT - 4**

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**V. PRAYER FOR RELIEF**

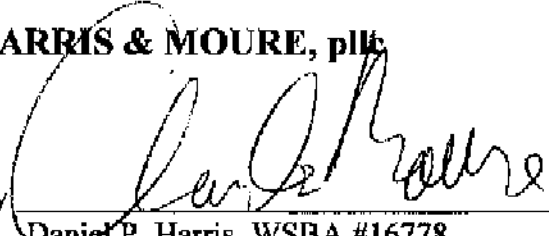
WHEREFORE, plaintiff Zango requests judgment in its favor against defendant Grant Media, LLC as follows:

1. For damages in the amount of \$296,250.00 plus interest;
2. For its reasonable attorneys' fees incurred in connection with this proceeding;
3. For its costs and expenses incurred in connection with this proceeding;
4. For such other relief as this Court deems just and equitable under the circumstances.

DATED this August 1, 2006

**HARRIS & MOURE, PLLC**

By

  
Daniel P. Harris, WSBA #16778  
Charles P. Moure, WSBA # 23701  
Attorneys for plaintiff Zango, Inc.